

SERIAL 11028 RFP PUBLIC SAFETY RADIO CONSULTANT/PROJECT MANAGER (PMRC)

DATE OF LAST REVISION: September 16, 2015 CONTRACT END DATE: July 31, 2016

CONTRACT PERIOD THROUGH JULY 31, 2016

TO: All Departments

FROM: **Office of Procurement Services**

SUBJECT: Contract for **PUBLIC SAFETY RADIO CONSULTANT/PROJECT MANAGER (PMRC)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 06, 2011**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/jl
Attach

Copy to: **Office of Procurement Services**
~~Christopher Ayafor, Office Enterprise Technology~~
Tom Crosby, Office of Enterprise Technology



CONTRACT PURSUANT TO RFP

SERIAL 11028-RFP

This Contract is entered into this 6th day of July, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and RCC Consultants, Inc., a Delaware corporation ("Contractor") for the purchase of a Public Safety Radio Consultant/Project Manager.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 6th day of July, 2011 and ending the 31th day of July, 2016.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of one (1) year, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for fee adjustments pertaining to the cost of living adjustment must be submitted sixty (60) days prior to the third, fourth, and fifth year of the contract annual anniversary. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index under the Bureau of Labor Statistics.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the not to exceed sum(s) as stated in Exhibit A through the completion of milestones as listed in Exhibit A-1.
 - 3.1.1 Phase I Payment: Shall be made upon completion of deliverable(s) (Completion of all deliverable(s) under sub-task).
 - 3.1.2 Phase II Payment: Shall be made upon completion of deliverable(s) (Completion of all deliverable(s) under sub-task). Section 3.4 and 3.5 shall be paid on a monthly basis and invoiced based on number(s) of hours worked for the month. Sections 3.4 and 3.5 rates are located in Attachment A-4 and its totals shall be included in the NTE rate for Phase II total.
 - 3.1.3 Phase III Payment: Shall be paid monthly based on Phase III (1.1.3 Price for Project Management of P25 System (PHASE 3)) of the Attachment A pricing document.
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

- 5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve

Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend

for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

- 6.2.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent as soon as practicable after the expiration date, provided that there shall be no lapse in coverage.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

- 6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

- 6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
 - 6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
 - 6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or
 - 6.4.4.2 Terminate the Contract for default.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

RCC Consultants, Inc.
Attn: Steve Apicella
100 Woodbridge Center Dr Suite #201
Woodbridge, NJ 07095-1125

6.8 REQUIREMENTS CONTRACT:

6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.8.3 Purchase orders will be cancelled in writing.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

- 6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 6.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 6.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.15 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be

unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

6.17 RETENTION OF RECORDS:

6.17.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.17.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.18 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.19 ALTERNATIVE DISPUTE RESOLUTION:

6.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.19.1.1 Render a decision;

6.19.1.2 Notify the parties that the exhibits are available for retrieval; and

6.19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.20 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.21 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.22 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.23.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~**6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**~~

~~6.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~6.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

6.25 CONTRACTOR LICENSE REQUIREMENT:

6.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.

6.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.27 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.30 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.30.1 Exhibit A, Pricing;

6.30.2 Exhibit A-1, Pricing Milestones

6.30.3 Exhibit A-2, Hourly Rates

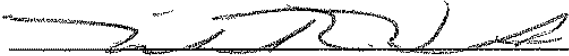
6.30.4 Exhibit B, Scope of Work;

6.30.5 Exhibit C, Project Timeline and Work Plan Summary

6.30.6 Exhibit D, **Office of Procurement Services** Contractor Travel and Per Diem Policy.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Michael W. Hunter, President and CEO

PRINTED NAME AND TITLE

100 Woodbridge Center Dr., Suite 201

Woodbridge, NJ 07095-1125

ADDRESS

June 30, 2011

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JUL 06 2011

DATE

ATTESTED:

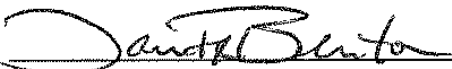


CLERK OF THE BOARD

JUL 06 2011

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

July 6 2011

DATE

EXHIBIT A

PRICING

SERIAL 11028-RFP

NIGP CODE:95877, 96156

RESPONDENT'S NAME:

COUNTY VENDOR NUMBER :

ADDRESS:

P.O. ADDRESS:

TELEPHONE NUMBER:

FACSIMILE NUMBER:

WEB SITE:

CONTACT (REPRESENTATIVE):

REPRESENTATIVE'S E-MAIL ADDRESS:

Black and Veatch Corporation RCC Consultants, Inc.

11401 Lamar Avenue, Overland Park, KS 66211

~~2942 N. 24th Street, Suite 114, Phoenix, AZ 85016~~

PO Box 803823, Kansas City, KS 803823

714-625-6886 ~~602-424-3461~~

~~602-424-5757~~

<http://bv.com> ~~www.rcc.com~~

Mark Revis ~~Tom Gray~~

RevisM@bv.com ~~tom.gray@rcc.com~~

YES NO

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT

[X]

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

[X]

PAYMENT TERMS:

[X] NET 30 DAYS

1.0 PRICING:

		\$2,784,930.00	
1.1 Professional Services (total of 1.1.1, 1.1.2, 1.1.3, and 1.1.4)		\$2,797,079.50	Not to Exceed
		\$331,817.50	
1.1.1 Price for County P25 Review (PHASE 1)		\$343,967.00	Not to Exceed
1.1.2 Price for Procurement from SOW Development through P25 Contract Award (PHASE 2)		\$731,868.00	Not to Exceed
1.1.3 Price for Project Management of P25 System (PHASE 3)			
Total		\$1,631,244.50	Not to Exceed
Year 1		\$543,748.17	
Year 2		\$543,748.17	
Year 3		\$543,748.17	
Monthly Fee (36 total months)		\$45,312.35	
1.1.4 Miscellaneous Expenses		\$90,000.00	Not to Exceed

Please note that payment will be made upon completion of milestones outlined in EXHIBIT A-1.

EXHIBIT A-1
Pricing Milestones

EXHIBIT A-1 Pricing Milestones

RCC Cost Detail By Task and Personnel

		Hours	Fee	Expenses	Total	
Phase I Concept of Operations						
Phase I Payment: Shall be made upon completion of deliverable(s). (Completion of all deliverable(s) under sub-task).						
Task 1	Baseline Current Environment					
	1.1 Assess Stakeholder Operations	272	\$ 53,960.00	\$ 1,498.50	\$ 55,458.50	
Del 1	-Draft Summary of Stakeholder Operations					
	1.2 Assess Legacy Systems	372	\$ 72,500.00	\$ -	\$ 72,500.00	
Del 2	-Draft Summary of Legacy Systems Findings					
	1.3 Assess other Regional Systems	204	\$ 38,940.00	\$ -	\$ 38,940.00	
Del 3	-Draft Summary of Regional Systems					
Del 4	-Requirements Report					
	<i>Task 1 Totals</i>	<i>848</i>	<i>\$ 165,400.00</i>	<i>\$ 1,498.50</i>	<i>\$ 166,898.50</i>	
Task 2	P25 Design Concept					
	2.1 Design Concept	296	\$ 58,260.00	\$ 1,220.00	\$ 59,480.00	
Del 5	-Draft Summary of Design Concept					
	2.2 Operational Scenarios	164	\$ 32,420.00	\$ -	\$ 32,420.00	
Del 6	-Draft Summary of Operational Scenarios					
	2.3 Overview of Design Concept	64	\$ 11,340.00	\$ 809.50	\$ 12,149.50	
Del 7	-Draft Summary of Design Concept					
	Cost Analysis & Final Budget	364	\$ 71,940.00	\$ 1,079.00	\$ 73,019.00	
Del 8	-Draft Summary of Cost Analysis & final Budget					
Del 9	Conceptual Design & Final Budget					
	<i>Task 2 Totals</i>	<i>888</i>	<i>\$ 173,960.00</i>	<i>\$ 3,108.50</i>	<i>\$ 177,068.50</i>	
		1736	\$ 339,360.00	\$ 4,607.00	\$ 343,967.00	
	Phase I Total	1672	\$ 328,020.00	\$ 3,797.50	\$ 331,817.50	Not to Exceed

Phase II	Procurement Support	Hours	Fee	Expenses	Total	
Phase II Payment: Shall be made upon completion of deliverable(s) (Completion of all deliverable(s) under sub-task). Section 3.4 and 3.5 shall be paid on a monthly basis and invoiced based on number(s) of hours worked for the month. Sections 3.4 and 3.5 rates are located in Attachment A-4 and are included in the NTE rate for Phase II total.						
Task 1	Procurement Strategy	24	\$ 4,760.00	\$ -	\$ 4,760.00	
	<i>Task 1 Totals</i>	24	\$ 4,760.00	\$ -	\$ 4,760.00	
Task 2	RFP Development Support					
Del 10	2.1 Specifications & RFP Development	545	\$ 107,705.00	\$ 1,499.00	\$ 109,204.00	
	-Completed RFP Document					
	2.2 Solicitation Published					
	2.3 Vendors Prepare Proposals					
Del 11	2.4 Vendor Proposal Evaluation Criteria	350	\$ 64,205.00	\$ -	\$ 64,205.00	
	Evaluation Matrix					
	<i>Task 2 Totals</i>	870	\$ 171,910.00	\$ 1,499.00	\$ 173,409.00	
Task 3	Post Solicitation Release Support					
Del 12	3.1 Pre-Proposal Meeting	144	\$ 26,820.00	\$ 1,049.50	\$ 27,869.50	
	-Completion of Pre-Proposal Meeting					
Del 13	3.2 Respond to Vendor Questions	238	\$ 47,010.00	\$ -	\$ 47,010.00	
	-Completion of Responses to Vendor Questions					
	Proposals Received					
Del 14	3.3 Vendor Proposal Review	704	\$ 138,520.00	\$ -	\$ 138,520.00	
Del 15	-First Status report for Vendor Proposal Reviews					
Del 16	-Second Status report for Vendor Proposal Reviews					
Del 17	-Vendor Recommendation(s)					
Del 18	3.4 Contract Negotiations Support	628	\$ 122,800.00	\$ 4,029.50	\$ 126,829.50	
Del 19	-Summary Report of First Month Negotiations					
Del 20	-Summary Report of Second Month of Negotiations					
Del 21	-Summary Report of Third Month of Negotiations					
Del 22	-Summary Report of Fourth Month of Negotiations					
	-Summary Report of Fifth Month of Negotiations					
	-Summary Report of Sixth Month of Negotiations					
	Frequency Coordination Applications Submission					
	Contract Award					
	-Summary Report of Site Acquisition Activities					
Del 23	3.5 Site Acquisition Support	1080	\$ 213,470.00	\$ -	\$ 213,470.00	
	-Monthly Site Acquisition Reports					
	<i>Task 3 Totals</i>	2794	\$ 548,620.00	\$ 5,079.00	\$ 553,699.00	
	Phase II Total	3688	\$ 725,290.00	\$ 6,578.00	\$ 731,868.00	Not to Exceed

Phase III	Implementation	Hours	Fee	Expenses	Total	
Phase III Payment: Shall be paid monthly based on Phase III (1.1.3 Price for Project Management of P25 System (PHASE 3)) of the Attachment A pricing document.						
Task 1	Monitor Vendor Progress/Status Reports	1690	\$ 336,550.00	\$ 3,186.00	\$ 339,736.00	
	Monthly Progress Reports					
	Task 1 Totals	1690	\$ 336,550.00	\$ 3,186.00	\$ 339,736.00	
Task 2	Implementation Initiation & Orientation	104	\$ 19,960.00	\$ 3,419.00	\$ 23,379.00	
	Implementation Kickoff Meeting (w/Contractor)	88	\$ 16,680.00	\$ -	\$ 16,680.00	
					\$	
	Task 2 Totals	192	\$ 36,640.00	\$ 3,419.00	40,059.00	
Task 3	Implementation Planning					
	Communications Plan	233	\$ 45,475.00	\$ -	\$ 45,475.00	
	Risk Analysis	140	\$ 27,700.00	\$ -	\$ 27,700.00	
	Quality Plan	184	\$ 34,400.00	\$ -	\$ 34,400.00	
	Detailed Design Review	604	\$ 118,700.00	\$ 4,029.50	\$ 122,729.50	
	Vendor Order and Manufacture Equipment					
	Antenna Site Preparation	713	\$ 140,555.00	\$ -	\$ 140,555.00	
	Site Acquisition Support	2006	\$ 396,500.00	\$ -	\$ 396,500.00	
	Task 3 Totals	3880	\$ 763,330.00	\$ 4,029.50	\$ 767,359.50	
Task 4	System Staging & Functional Test	130	\$ 25,410.00	\$ 1,220.00	\$ 26,630.00	
	Vendor Deliver & Install Equipment	1360	\$ 268,600.00	\$ -	\$ 268,600.00	
	Task 4 Totals	1490	\$ 294,010.00	\$ 1,220.00	\$ 295,230.00	
Task 5	Acceptance Testing	460	\$ 91,100.00	\$ 1,220.00	\$ 92,320.00	
	Burn-In Test Period	240	\$ 47,400.00	\$ -	\$ 47,400.00	
	Task 5 Totals	700	\$ 138,500.00	\$ 1,220.00	\$ 139,720.00	
Task 6	User Training & Cutover Coordination	200	\$ 39,600.00	\$ 1,220.00	\$ 40,820.00	
	Cutover to New System					
	Task 6 Totals	200	\$ 39,600.00	\$ 1,220.00	\$ 40,820.00	
Task 7	Project Closeout	40	\$ 8,320.00	\$ -	\$ 8,320.00	
	Task 7 Totals	40	\$ 8,320.00	\$ -	\$ 8,320.00	
Phase III Total		8192	\$ 1,616,950.00	\$ 14,294.50	\$ 1,631,244.50	Not to Exceed

	13616	\$ 2,681,600.00	\$ 25,479.50	\$ 2,707,079.50
All In Cost	13552	\$ 2,670,260.00	\$ 24,670.50	\$ 2,694,930.00
Fee Breakdown				
Executive Sponsor		\$ 25,000.00		
Project Manager		\$ 1,376,800.00		
Lead Engineer		\$ 1,091,220.00		
Admin/Grant Sup		\$ 24,000.00		
LMR Engineer		\$ 66,300.00		
Transport Eng.		\$ 49,140.00		
IT Engineer		\$ 49,140.00		
				\$ 2,681,600.00
Miscellaneous Expenses				
Staff Accommodations to Augment Per Diem (\$1,500/Mo X 60)		\$ 90,000.00		\$ 90,000.00
				\$ 2,797,079.50
		<u>*NOT TO EXCEED COST:</u>		<u>\$ 2,784,930.00</u>

*Not to exceed cost may be adjusted to reflect cost of living adjustments after year 3, 4, and 5 of the contract award anniversary.

** RCC has assumed that the entire project will be completed within 60 months and that no further RCC assistance will be needed beyond 60 months.

EXHIBIT A-2
Hourly Rates

EXHIBIT A-2 Hourly Rates

Title	Project Position	Fee
SELECT TITLE	N/A	N/A
Vice President	Executive Sponsor	\$250.00
Director	Project Manager	\$200.00
Director	Lead Engineer	\$195.00
Associate Director	Transport Engineer	\$195.00
Associate Director	LMR Engineer	\$195.00
Associate Director	IT Engineer	\$195.00
Grants Specialist	Grant Support	\$125.00
Senior Consultant	RF Systems Consultant	\$170.00
Consultant	Systems Consultant	\$160.00
Administrative Support	Admin	\$70.00

EXHIBIT B

Scope of Work

1.0 BACKGROUND, OVERVIEW AND INTENT:

- 1.1 Maricopa County is seeking professional services from a qualified project manager/radio consultant (PMRC) with expertise and extensive experience in Public Safety Radio and a competent background in Information Technology (IT) and Telecommunications, to assist the Office of Enterprise Technology (OET) in the upgrade and deployment of a Project 25 700/800 MHz trunked radio system for the County. The project will also include the addition of backhaul bandwidth, both additional County owned microwave and third party solutions. PMRC will work closely with the County's radio teams, equipment suppliers, business partners, affiliated government entities and any other stakeholders to ensure that the system is adequately designed and purchased within the approved budgets. PMRC will ensure that the construction for new antenna sites is completed and on schedule and built to specifications. PMRC will work with other state government entities and local municipalities for expanded coverage and systems interoperability, dealing with governance and operating agreements. PMRC will provide technical and project management support throughout the acquisition, system implementation stages, and final staged system acceptance.
- 1.2 The present solicitation will serve as the project delivery method for the technical and project management support throughout the acquisition, system implementation stages, and final system testing and acceptance.
- 1.3 The key objectives and goals for this project are to successfully and cost effectively do all the procurements of services and equipment to upgrade the current end-of-life P16 to the updated P25 public safety radio system that meets the County's identified needs and assures a reliable system that is delivered on time and on budget.
- 1.4 The Respondent and/or subcontractor, if any, shall have no hardware or software manufacturer or vendor affiliation in this solution domain within the Twenty-Four (24) month period preceding the solicitation submission due date.
- 1.5 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or lack the skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:

The purpose of this scope/statement of work is to outline the details of the tasks, responsibilities, and qualifications (see Attachment D) of the PMRC. The PMRC shall provide all labor, personnel, equipment, materials and transportation to provide the following services. Travel shall be paid per Exhibit D, **Office of Procurement Services** Contractor Travel and Per Diem Policy.

- 2.1 The PMRC shall gather user needs, system requirements and develop all the relevant content necessary to define the solicitation scope of work and provide this to Maricopa County **Office of Procurement Services** procurement officer for incorporation into the request for proposal (RFP) for the new system.
- 2.2 The PMRC shall provide technical support to the County's team responsible for evaluating responses to the telecommunications equipment solicitation. Technical support shall include but not be limited to developing proposal comparison matrixes for all respondent responses to effectively facilitate the ability of each evaluation team member to independently evaluate all responses. At the request of the evaluation team the PMRC shall provide technical interpretations and clarifications and educate the evaluation team so they can understand the intricacies of each technical proposal, to ensure that members of the committee are equipped to arrive at their own conclusions and make individual informed decisions.

- 2.3 Under the supervision of the Procurement Officer, the PMRC shall work with the evaluation team to develop a list of questions for each respondent to clarify any issues as necessary, and to ensure proper interpretation of proposals and protect the best interests of the County.
- 2.4 The PMRC shall inform the team where additional respondent clarifications are needed and at the direction of the Procurement Officer shall adjust the proposals scoring matrix as needed to ensure that the evaluation team can fairly assess each solution on a level playing field.
- 2.5 The PMRC shall provide support to the County and the evaluation team during contract negotiations and award to assure the final contract reflects the commitments made by the respondent in the proposal and subsequent negotiations for all equipment, services and implementation deliverables.
- 2.6 The PMRC shall document all contractual requirements and shall facilitate the knowledge transfer necessary to avoid gaps between the teams that worked on the proposal and acquisition stages, with the incoming contractor implementation teams, project managers, technicians, and end users, to ensure consistency and continuity for a successful end-to-end project completion.
- 2.7 The PMRC shall provide overall project management and technical oversight/advisement to the County team, liaison with the system vendor(s), and may include oversight for project managers handling work streams such as tower site constructions amongst others. The PMRC shall be the overall program manager to oversee and direct all project work streams and report to County Management.
- 2.8 The PMRC shall gather user needs, system requirements, and work in collaboration with the P25 system vendor to develop specifications and plan for the system upgrade
- 2.9 The PMRC shall develop a detailed project plan with key milestones and timelines describing the work to be accomplished in accordance with County timelines. The project plan shall have resource assignments, dependencies, actual costs compared to budgets and all related activities. The project plan shall track all progress and shall be updated regularly as changes occur and as requested by the County.
- 2.10 The PMRC shall provide high level weekly project status reports. The weekly reporting shall be required during key project stages, as determined by the County and biweekly (or monthly) reports during less active project phases. This shall include a master project plan and updated status reports in a format specified by the County. If additional reporting is required, the County shall provide the format and intervals as needed.
- 2.11 Under the supervision of the Procurement Officer, the PMRC shall work with OET and **Office of Procurement Services**, as needed, to evaluate sub contractors, negotiate subcontracts to retain providers for subcontract work as might arise within the framework of the P25 upgrade project. The PMRC shall inform OET and **Office of Procurement Services** where additional respondent clarifications are needed and at the direction of the Procurement Officer shall adjust any proposals scoring matrix as needed to ensure that the County evaluation team can fairly assess all responses to any subcontract work on a level playing field.
- 2.12 The PMRC shall provide support to the County during contract negotiations and award to assure the final contract reflects the commitments made by the respondent in the proposal and subsequent negotiations for all equipment, services and implementation deliverables under the P25 upgrade project. The PMRC shall document all contractual requirements, coordinating the work of all project managers, technicians, and end users, to ensure consistency and continuity for a successful end-to-end project completion.
- 2.13 The PMRC shall assist with the implementation plan, final system design, project management/program management and implementation support, as well as document and manage any change orders approved on the project.

- 2.14 The PMRC shall develop system acceptance criteria and document that each deliverable has been adequately installed or delivered and is operational.
- 2.15 Provide full support and project management tasks until the system is fully installed, operating, and delivering the expected functionality for final system acceptance.
- 2.16 The PMRC shall review all documentation and reports regarding user needs, system requirements, specifications and proposals for the new radio system upgrade.
- 2.17 The PMRC shall provide technical support to review system proposals and quotes from the approved vendor(s). S/he shall provide technical interpretations and clarifications as necessary, and shall educate the County evaluation team upon request, to allow them to better understand the intricacies of each technical proposal.
- 2.18 The PMRC shall provide support to the County during purchase negotiations assuring that the purchased equipment and services contract contains all key components and deliverables as specified by the statement of work (SOW), and to ensure that the contract reflects the commitments made by the vendor in the proposal for all services and implementation deliverables.
- 2.19 The PMRC shall assist with the implementation plan, final system design, project management and implementation support, document and manage any change orders necessary to downsize or increase the project scope as necessary.
- 2.20 The PMRC shall develop system acceptance criteria and shall ensure that each deliverable has been adequately installed or delivered in operational order. S/he shall provide full support and project management tasks until the system is fully installed, operating, and delivering the expected functionality for final system acceptance.
- 2.21 The PMRC shall provide support and research with creating and obtaining potential grant opportunities that the County may have the ability to take advantage of. Grant services shall include but is not limited to identification of available state, federal and foundation grants, solicitation and application development, grants management, grants auditing, dispute letters, and grant close-out procedures. These services shall be provided throughout the course of the contract.
- 2.22 CORE TASKS AND DELIVERABLES:
- 2.22.1 Solicitation.
- 2.22.1.1 Gather Data, identify user needs and define requirements for solicitation (RFP)
- 2.22.1.2 Prepare solicitation scope of work and provide to Procurement Officer for review and incorporation into the County's solicitation template.
- Includes development of County Approved proposal evaluation criteria and related evaluation tools.
- 2.22.1.3 Take all actions necessary to address issues and concerns identified by the Procurement Officer.
- 2.22.1.4 Provide all work products to the Procurement Officer in WORD and Excel format.
- 2.22.1.5 Attend pre-proposal conference and assist Procurement Officer by providing overview of project and addressing questions from attendees.
- 2.22.1.6 Assist Procurement Officer by providing answers to questions received at the pre-proposal conference.

2.22.1.7 Review and become familiar with all responsive proposals in order to assist the proposals evaluation team.

2.22.1.8 Assist proposals evaluation team by attending all evaluation team meetings and providing technical guidance to the evaluation team.

2.22.1.9 Participate in all Board of Supervisor and County management briefings/presentations as requested to aid in the completion of the project objectives.

2.22.1.10 Assist the Procurement Officer in negotiations as requested. 2.12.3 Support the Procurement Officer with documentation and technical input as requested.

2.22.2 Project management – Weekly Meetings (or at frequency to be determined by Maricopa County).

2.22.2.1 Meetings with Stakeholders/OET and/or contractor(s).

2.22.2.2 Prepare meeting agenda, notes, track action items, task completion status, etc.

2.22.2.3 Prepare reports as requested.

2.22.2.4 Support/Coordinate implementation activities with awarded Contractor and County.

2.22.2.5 Test Area – TBD

2.22.2.6 Review invoices from contractors to assure receipt of all equipment and services related to the installation and implementation equipment in County facilities and sites. Any changes or modifications must be noted on invoices for correction prior to payment by the County.

2.22.2.7 Other activities as determined by Maricopa County.

2.23 CONFIDENTIALITY:

The PMRC shall be required to sign a confidentiality agreement as specified by the County and adhere to all County security and ethical policies.

2.24 REPORTS:

The PMRC shall provide weekly project reports during key project stages and biweekly (or monthly) reports during less active project phases to the County's assigned Program Manager. This shall include a master project plan and status reports in formats provided by County. If additional reporting is required, the County shall provide the format and intervals as needed.

2.25 LOCATIONS AND TERM OF PERFORMANCE:

Contractor shall perform tasks at various locations for meetings and implementation activities, all other administrative tasks can be performed at the PMRC's own facilities and/or any office location provided by the County. The PMRC's own facility must be within Maricopa County.

3.0 Services to be Provided

RCC methodology segments this project into three project phases. A logical breakpoint follows each phase, allowing for appropriate management review and approval before continuing with the next phase.

The three phases include the following:

- Phase I – Concept of Operations
Identification of needs and operational requirements for the new P25 system
- Phase II – Development of Request for Proposals, Vendor Proposal Evaluations, & Contract Negotiations
Finalization of detailed system requirements, development of Request for Proposals, proposal solicitation, vendor proposal evaluations, and contract negotiation.
- Phase III – System Implementation, Project Management & Acceptance Testing
Implementation assistance and management for system installation, system testing, performance evaluation, and final system acceptance

4.0 Overall Project Management Duties

4.1 The RCC shall provide day-to-day project management and implementation support throughout all phases of the project.

- RCC shall serve as the overall program manager to oversee and direct all project work streams and report to County Management. RCC shall provide overall project management and technical oversight/advisement to the County team, liaison with the system vendor(s), and may include oversight for project managers handling work streams such as tower site constructions amongst others.
- Develop a detailed project plan with key milestones and timelines describing the work to be accomplished in accordance with County timelines. The project plan shall have resource assignments, dependencies, actual costs compared to budgets and all related activities. The project plan shall track project progress and shall be updated regularly as changes occur and as requested by the County.
- RCC shall provide high level weekly project status reports. The weekly reporting shall be required during key project stages, as determined by the County and biweekly (or monthly) reports during less active project phases. This shall include a master project plan and updated status reports in a format specified by the County. If additional reporting is required, the County will provide the format and intervals as needed.
- RCC shall assist the County's proposal evaluation team by attending all evaluation team meetings and providing technical guidance to the evaluation team.
- Participate in all Board of Supervisor and County management briefings/presentations as requested to aid in the completion of the project objectives.

4.2 Project Organization and Mobilization

The purpose of this first activity is to plan the project with the County and to facilitate a high-level project kickoff conference call with the County for up to two hours at a mutually agreed upon time and date. Project initiation shall occur upon execution of a consulting services contract and upon a formal notice to proceed issued by the County.

4.3 **Task 1 – Conduct Planning Session Meeting**

During the meeting, RCC and the County shall:

- Review the objectives, goals and critical project success factors.
- Review completion criteria and critical dates.
- Review data and information needs of the RCC project team and define a schedule for collecting and providing the data to RCC.
- Schedule on-site personnel interviews and site visits.

5.0 Phase 1 – Concept of Operations

5.1 Developing a concept of operations is the foundational phase of the project. It sets the stage for the development of the requirements and procurement specifications, by defining the setting within which the system must operate. At a high level, it addresses three important categories:

- How the system must operate to support user groups' daily operations and their interoperability needs.
- The physical infrastructure and its linkage to other systems.
- The users' expectations of how the system shall work.

5.2 Task 1 – Baseline Current System Environment

5.2.1 Assess Stakeholder Operations

RCC shall identify the County users' operational requirements for the upgraded system through the combination of carefully structured user survey forms and face-to-face interviews.

During the organization of the project, the RCC project manager shall provide the County with a survey form designed to solicit information pertaining to the user's radio system requirements to support daily operations, tactical operations and interoperability needs. Completed survey documents shall be returned to RCC for analysis prior to conducting user interviews.

RCC shall conduct interviews with relevant stakeholders from law enforcement, fire, EMS, communications/dispatch center, radio system technical staff, IT, and other County officials to gain a thorough understanding of how the upgraded system must operate to meet their unique needs. RCC's project manager shall work with the County to develop a list of stakeholders to interview.

5.2.2 Assess Legacy System(s)

RCC's team shall review system data, as-built documentation, previous reports or studies, and other provided documentation to develop a complete understanding of the system that is to be upgraded. This review shall include the County's FCC licenses and applicable frequency plans to identify spectrum deficiencies that may impact development of a future spectrum strategy to support the system upgrades.

For the legacy system assessment, RCC shall visit each of the radio sites used in the existing 800 MHz radio system. These include:

Thompson Peak (Scottsdale)
White Tanks
Oatman / Gila Bend
Yarnell Hill / West
Mt. Gillen / North Phoenix
Bronco Butte / Apache Junction
Mt. Ord / Sunflower
Humboldt Mountain / North Carefree
Central Court / Downtown Phoenix
Southeast Center / Mesa
Durango Jail / Phoenix
Chandler
Smith Peak / Waden
Towers Mountain
South Scottsdale

The RCC team shall also visit each control point such as the main dispatch center and other similar centers. RCC shall analyze equipment and site configurations to determine the degree to which the existing infrastructure components of the in-place voice radio system components and infrastructure may be reused to support a new or upgraded radio system. Specifically, RCC shall examine the site locations, security, towers, grounding systems, surge suppression systems, equipment shelters, primary and auxiliary power systems, fuel supply, radio communications equipment and site connectivity equipment.

5.2.3 Assess Regional Systems

This effort is important in ensuring that the County's upgraded system maintains appropriate interoperability linkages with other agencies in the Phoenix-Mesa MSA. RCC's team shall review local and regional interoperability plans and speak with representatives of these regional systems as well as other regional interoperability officials to complement RCC's existing understanding of the systems used in the area and the interoperability linkages that are already in place. This information shall be carried over into the design concept component of the project.

5.2.4 Inspection of Towers

RCC shall provide an assessment of the towers at each existing communications site based on a visual, ground level inspection and review of any tower profiles and structural drawings. The assessment shall include statements on the general condition of the tower structure and brackets, FAA/FCC compliance, lighting, grounding system, lightning protection, existing antennas RF feed lines, and space to accommodate any additional or replacement antennas required for the new system. The visual inspection of a tower shall also show the physical condition of a tower such as rusting, cracking of welds, bent members, etc. Not included in RCC's scope of work are structural engineering analyses which go beyond visual inspections and will show whether a tower and foundation is overstressed by the loads it is supporting.

As an outcome of the visual inspection and analysis of existing engineering documents, RCC shall make recommendations to Maricopa County regarding the need for performance of a structural engineering analysis. If there is an identified need to determine if an existing tower is already overloaded or if it can accommodate additional antennas, RCC can arrange for this additional service, or, Maricopa County can contract with a third party directly for this service.

5.3 Task 2 – P25 Design Concept

RCC recognizes that the County likely has a design for the new system configuration and operation. The concept design will benefit the County on many levels throughout the project lifecycle. It shall:

- Create the bridge of the user's operational requirements and system expectations to the functional and technical specifications used to procure the system.
- Establish a baseline for conducting an objective evaluation of vendor proposals.
- Establish a measure of the anticipated costs of the new system, which can be used by the County in preparing for the acquisition of the system and in evaluating vendor proposals.
- Identify potential project risks early, allowing time to develop mitigation strategies.

5.3.1 Design Concept

The design concept describes the standards-based interoperable communications system for the County and addresses technology, network topology, and implementation issues

necessary to meet its projected mission. This is not intended to take the place of a detailed system design that shall ultimately be required of the system vendor or to relieve the vendor from guaranteeing the design of their proposed system. The results of this effort shall, as described above, establish a framework for the system specifications and procurement requirements, and provide a foundation for evaluating vendor proposals.

5.3.1.1 Defining System Scope and Objectives

RCC's team shall draw from data collected and cataloged during the interview process to identify user requirements. These requirements shall be cataloged in a Requirements Traceability Matrix. A Requirements Traceability Matrix is a document developed in a tabular format that allows RCC's team and the County to follow and audit the life of a system requirement from its origins, through the creation of specifications for the procurement document, to its eventual deployment by the successful system vendor.

5.3.2 System Configuration

5.3.2.1 Interoperable Technologies

RCC's team shall help the team understand where new technologies are going and how they might impact this upgrade project now and in the future. RCC shall help the County make better informed decisions regarding the upgrade of the system and to prepare for the eventual convergence of these technologies.

5.3.2.2 Radio System Coverage

Coverage objectives shall be established that consider the daily use of mobile and portable radios, and the level of coverage that will be expected inside buildings and in underground spaces.

RCC shall use ComSiteDesign™ software tools to develop a practical, conceptual system design. ComSiteDesign is a versatile, comprehensive wireless network engineering software tool developed by RCC engineers and programmers. It is a flexible tool that supports multi-site coverage analyses in both simulcast and multicast configurations, interference analyses, traffic capacity planning, and backhaul system design.

The outputs include detailed multi-colored coverage analyses overlaid on a variety of different types of County maps. ComSiteDesign output is compatible with ArcView and other mapping tools that are well known and likely used by County staff. Figure 4 - Sample ComSiteDesign Portable Radio Coverage Analysis

ComSiteDesign meets all relevant industry standards, such as TSB88, for public safety 700/800 MHz system designs. It is also used to support frequency planning, traffic capacity and system performance verification.

Because the County may need to add repeater sites to the system or add radio channels to existing sites, ComSiteDesign's frequency planning capabilities will be very helpful in the frequency coordination and FCC licensing application process. ComSiteDesign shall support very complex system designs where there are large frequency sets and the deployment of frequencies changes at different sites. These kinds of exhibits, in conjunction with other engineering studies required for the frequency acquisition and licensing process, will support the need for the appropriate number of frequencies for the County's system.

RCC's development of conceptual system design is not intended to replace the radio vendor's own detailed system design. The purpose of the conceptual

system design is to develop a realistic baseline for the new system so that RCC and the County team will have a solid understanding of what will need to be provided by the proposing vendor(s) to meet the County's stated coverage requirements. It will also be used to develop a budgetary cost estimate for planning purposes and to support cost and contract negotiations as part of system procurement. Vendors will be provided the flexibility of developing and proposing their own coverage design – the design that they must contractually guarantee.

5.3.2.3 Repeater Sites

RCC's team shall analyze data collected during the site visits to assess suitability of these sites to support the system upgrade. This analysis shall examine the availability of space on the towers for new antennas, the availability of space within the existing shelters to accommodate the addition of new system equipment, and the availability of space within the compounds to install a new shelter.

Existing sites will be used as the basis for the system baseline coverage analysis described in Task 5.3.2.2 above. In areas where coverage from these existing sites is not adequate to support user requirements, RCC's engineers will utilize ComSiteDesign's extensive internal tower database to help identify potential sites that may be used to support the improvement of system coverage. This database is updated regularly and incorporates the FCC's ASR tower database as well as the commercially available towers from several different tower leasing companies.

5.3.2.4 Radio Spectrum (Frequencies)

RCC shall provide the County with a briefing on the most current developments related to the Public Safety 700 MHz spectrum, broadband and the future of P25 voice radio systems.

5.3.2.5 System Backhaul

As part of the concept design, RCC's engineers shall address the critical need for a robust and highly reliable backhaul system to support the transport of critical data, voice and other information between sites, the communications center, and other places within the County's network.

RCC shall help the County develop a strategy that will, where appropriate, encompass the legacy microwave system and other available third-party solutions to provide a system connectivity layer appropriate for the new P25 system. System connectivity must provide sufficient bandwidth, reliability, and safety and security to support mission-critical system needs now and in the future.

5.3.2.6 Communications Center

Communication centers are the focal points for the delivery of essential city and county services. RCC's team shall examine the impact of a P25 system upgrade on the County's public safety communications center. RCC consultants with public safety communications center expertise and RCC's RF engineers shall examine the equipment rooms and dispatch areas to assess the spatial conditions and examine console furniture and other information systems to determine what effect the upgrade will have on the center.

RCC's team shall work with communications center managers, IT representatives and other County representatives to devise a plan to make the

necessary system upgrades to the communications center without any interruptions to services.

5.3.2.7 Operations and Maintenance

RCC shall examine the impact of the new system on the County's existing operations procedures and maintenance programs and provide an assessment of potential changes that will be necessary to support the new system.

5.3.3 Operational Scenarios

The purpose of this part of the Concept of Operations process is to describe the various modes of operation that the proposed system must provide (e.g., normal, degraded, exception handling, maintenance, training, backup, emergency, alternate-site, active, and idle modes).

This description of how the new system must operate to support emergency responders for their daily operation, in tactical situations, and in large responses requiring interoperability is an important inclusion in the specifications that will become part of the procurement solicitation documents and vendor contract.

RCC's team shall explore each mode of operation during the interviews and via the survey forms. Through meetings with County technical staff, RCC shall develop requirements for how the system must handle situations where system operations are degraded, redundancy requirements, maintenance requirements, and training requirements.

All of these details shall be described in the Concept of Operations document and will become part of the system specifications.

5.3.4 Overview of Design Concept

This part of the Concept of Operations is composed of two main parts: Impacts and Expected Improvements.

The design concept shall describe the anticipated operational and organizational impacts of the new system on the users, technical staffs, and the support and maintenance organizations. It shall also describe the additional but temporary impacts on these groups during the time that the new system is being planned, procured, installed, tested, during training, and system cutover. This information will allow all affected users and organizations to understand and prepare for the changes that will be brought about by the new system and to properly plan for the impacts during development and transition to the new system.

A summary of the benefits to be provided by the proposed system includes the new capabilities, enhanced capabilities and improved performance of the new system shall be provided.

RCC's overview of the design concept shall serve as an important tool in helping stakeholders understand both the capabilities and limitations of the new P25 system. It will help users understand how the new system will operate and how they will be impacted during the planning and implementation of the new system.

5.3.5 System Cost Analysis

RCC's team shall perform a cost analysis (also known as "should-cost modeling") based on the concept design. Should-cost modeling is the process of estimating what the system should cost based upon user requirements, the number of anticipated sites to support coverage requirements, system technology (e.g. P25), backhaul system, number of subscribers, the level of redundancy to be built into the system, system installation, type

of service and support to be provided, and other factors. Knowing in advance what the system should cost helps empower the County's negotiation team. It puts the County at a strategic advantage in preparing for the acquisition process by providing an accurate estimate of system development costs and also helps markedly in negotiating the final purchase contract with the chosen vendor.

5.4 Phase 2 – Procurement Support

Ultimately, Maricopa County **Office of Procurement Services** shall have the sole discretion to allow or modify tasks and deliverables pertaining to the procurement, evaluation, and negotiation of the P25 system.

In this phase of the program, RCC shall help the County:

- Define the procurement strategy including the preferred option, procurement route, contract negotiation strategy and specialized terms and conditions related to these types of systems.
- Manage the procurement activities and provide technical advice.
- Develop functional and technical specifications including performance measurement.
- Support the procurement process including long listing, short listing, proposal evaluation, and purchase contract negotiations.

5.4.1 Task 1 – Develop Procurement Strategy

RCC understands the County has indicated its desire to rely on a turnkey procurement that will make a single vendor completely responsible for providing all system components and integrating these components into a system that meets the County's requirements. RCC shall assist the County in procuring and implementing the system in that manner and the proposed cost structure is based on a single vendor turnkey process.

RCC's team shall work with the County to develop and utilize the procurement approach that best fits its needs, procurement rules, and local laws. From a strategic standpoint, RCC shall help develop a process for evaluating vendors including proposal reviews, long listing and/or short listing vendors, and for making a final recommendation on the most qualified and advantageous vendor.

5.4.2 Task 2 – RFP Development Support

RCC shall work closely with the County's project team to develop the Request for Proposals (RFP) for the P25 system. In developing the RFP, RCC shall work with the County's **Office of Procurement Services** Department which will provide the County's terms, conditions, and response procedures for the procurement process.

RCC shall follow the MMD's lead for the overall structure of the RFP.

The P25 system RFP shall be designed to provide structured guidance to the vendors for system development and will be the basis upon which each vendor's proposal will be evaluated. Each vendor will be required to respond to all sections of the RFP, and include, where applicable, which features and capabilities are baseline capabilities and which are optional and at what cost.

The RFP should address specific technical and procedural areas, as well as support areas such as training and maintenance. These areas will typically include:

- Volume 1
 - RFP response procedures
 - County's terms, conditions, and response requirements

5.4.2.1 Specifications Development

RCC's team will assist the County in developing the competitive solicitation by provide the system specifications and technical requirements which will constitute Volume 2 of the RFP. Volume 2 will include the following:

- Program and system objectives
- Concept of Operations
- P25 system functional & operational requirements
- System performance, system reliability and redundancy requirements
- Coverage requirements for mobile, portable on-street, in-building, special coverage requirements, coverage verification procedures, and performance measurement
- Capacity of the proposed system to accommodate initial operations and future growth
- Infrastructure radio equipment, towers, shelters, auxiliary power systems, grounding and surge protection, microwave / fiber, security systems, management and alarm systems
- Site development and construction requirements for existing and new sites
- Communication center requirements
- Fire station alerting
- Mobile and portable radios and accessories
- Desktop radios (control stations) for access to field personnel
- Maintenance and local support requirements
- Installation and acceptance testing requirements
- Training requirements
- Cost proposal formatting and requirements
- Schedule requirements

RCC shall provide specifications to the County as a draft for their review and comment. RCC's team shall make the changes identified during review meetings and provide a final version to the County for inclusion in the solicitation.

5.4.2.2 Pre-Proposal Conference

RCC's team shall attend the pre-proposal conference(s) to advise the County on technical questions from potential proposers. RCC's shall record any questions relating to the system and prepare a written response to the County for inclusion in addenda or other documents they wish to release to the proposers.

RCC's team shall work with the County to coordinate and attend site visits. RCC shall record any questions raised during these site visits and prepare written responses, which shall be delivered to the County for release.

5.4.2.3 Vendor Proposal Evaluation Criteria

RCC's project manager shall work with the County to develop a proposal evaluation matrix, which shall enable key decision makers to systematically identify, analyze and rate the information contained in vendor proposals. It shall effectively facilitate the ability of each evaluation team member to independently evaluate all responses. The Requirements Traceability Matrix resulting from user interviews and surveys, and the RFP document, shall form the basis for the evaluation criteria.

Together, RCC and the County shall develop a complete proposal evaluation matrix that will be used to help the County's evaluation committee and key decision makers through the process of independently evaluating and rating the vendor proposals to reach a consensus on the best proposal. RCC shall describe the actual process that results from this requirements matrix in the next section of this proposal.

5.4.3 Task 3 – Post-Solicitation Release Support

Post-solicitation commences when the County releases the procurement documents and continues through execution of a purchase contract.

5.4.3.1 Response to Vendor Questions

RCC's team shall provide technical responses to proposer questions. RCC assumes that proposers will submit questions to the County, who will forward them to us for response. Responses will be drafted and submitted to the County.

5.4.3.2 Vendor Proposal Reviews

The **Office of Procurement Services** will provide RCC with copies of the proposals deemed by the County as procedurally compliant, and the Evaluation Team will begin the review process. Ultimately, the makeup of the Evaluation Team is at the County's discretion. At the request of the Evaluation Team, RCC shall provide technical interpretations and clarifications and educate the Evaluation Team so they can understand the intricacies of each technical proposal. This support will help ensure members of the Evaluation Team are equipped to arrive at their own conclusions and make individual informed decisions. RCC's review process consists of three parts: 1) technical review; 2) requirements review; and 3) pricing.

RCC shall perform a technical review with a team consisting of consultants and engineers knowledgeable about the various major components and sub-components of the system. The purpose of this review is to determine compliance with the technical specifications and identify the characteristics and issues associated with each proposal. Non-compliant proposals shall be brought to the attention of the County, who will ultimately decide if the proposal continues through the review process or is rejected as non-compliant.

The requirements review is a comprehensive review of the total program offered to the County and its ability to meet user needs and expectations reflected in the RFP. RCC believes that this review should involve representatives from the County and that the final selection of the best vendor proposal should be reached through a consensus decision.

To achieve this consensus decision, RCC shall utilize the evaluation criteria described to develop the weighted evaluation matrix. The matrix will be based upon the content of Volumes 1 and 2 of the RFP. Each item evaluated will be assigned a weighting factor in accordance with importance. Prior to the receiving of proposals, RCC shall work with the County's Evaluation Team to review and discuss the evaluation matrix, its contents and the associated weighting of all items contained in the matrix. The evaluation matrix and its associated weighting should be discussed and finalized prior to the due date for the vendor proposals. RCC shall meet with the Evaluation Team to discuss the proper use of the evaluation matrix to help make sure each reviewer understands the evaluation process and procedures to properly and independently score each proposal.

Typically in projects of this nature, each evaluator will complete the scoring matrix for each proposal received and will return the scoring matrix to RCC for analysis and summary. The results of the individual scores are tallied and then averaged to create an initial ranking of the proposals. RCC will create a summary report indicating the results of the scoring and revealing the initial ranking.

The Evaluation Team shall meet to review the summary report and to discuss the initial scores. None of the reviewers' names are identified on the summary scoring sheet. This aids in establishing an open forum for clarifying their understanding of the scoring criteria, alternatives, and other factors they used in their scoring. This will be an open discussion where the decision makers can question or make their positions known.

At the conclusion of the meeting, evaluators will be given a new blank copy of the same scoring matrix and asked to complete a second scoring. This provides them with the opportunity to either maintain their original scoring or update their scoring based on new or clarified information resulting from the team discussion. Completed scoring sheets are usually returned to the County's Project Manager and RCC.

The RCC team shall analyze and summarize the second round of scoring. The consensus decision on the best proposal will be revealed in the results of this scoring.

At the completion of the consensus scoring, RCC and the County's **Office of Procurement Services** will undertake a thorough evaluation of the cost proposals from each vendor. A final evaluation report that summarizes each vendors offering in terms of its technical merits, ability to meet user requirements and cost will be prepared and provided to the County.

Utilizing this report, the County can decide on which vendors it would like to engage in the negotiations process. RCC will work with the County to support any negotiation process it thinks is appropriate.

In projects of this type, RCC recommends that the County require each short-listed vendor to make an oral presentation to the County's Evaluation Team to discuss their proposed system offering in detail. The presentations will allow Team members to ask any questions they may want to and will help foster a more thorough understanding of each proposal. When vendor presentations are conducted, RCC will meet with the County's Evaluation Team just prior to the oral presentations to discuss strategy and review the questions that need to be presented to the vendors during the presentations.

RCC personnel shall attend the vendor oral presentations and shall prepare a list of relevant questions as may be required to clarify certain issues not fully explained in the proposal documents. RCC shall assist the Evaluation Team members in asking needed questions to help clarify issues or ambiguities in the vendor proposals. Each vendor is required to respond to questions in writing after the presentations have been completed. RCC shall assist the Evaluation Team in reviewing the vendors' responses to questions which become part of the proposal.

RCC helps keep the presentations focused and shall serve as the Evaluation Team's technical advisor during and following the presentations. RCC shall help flag and address misinformation if it appears in the presentations. Each vendor selected for a presentation will likely need two full days for their presentation.

Maricopa County may request that RCC be involved in additional meetings which include but are not limited to site visits with the vendors, product

demonstrations, or any meeting that the County would feel necessary to accurately access a vendor's response.

Maricopa County shall have at any time the ability to change or modify the process in which evaluations and/or solicited proposals should be submitted and reviewed.

5.4.3.3 Contract Negotiations Support

RCC's team shall support the County throughout the entire contract negotiations process. RCC's support involves providing technical advice and knowledge of and experience in vendor negotiation strategies and tactics.

An RCC negotiator experienced in these systems shall be at the County's side throughout the negotiation process.

5.4.3.4 Frequency Selection and Engineering Documentation

RCC shall base its antenna site selections on the conceptual design RCC provided to the County earlier in the project. Note: The frequency coordination application package may be for a subset of the sites described in RCC's conceptual design.

Despite the fact that the sites have already been selected, some additional research is required, including verification of geographic coordinates and structure heights in both the Federal Communications Commission Antenna Site Registration and the Federal Aviation Administration databases.

Once the sites have been verified, engineering studies shall be performed to determine the radio coverage and interference contours for each site. These studies shall be in the form of coverage maps showing the predicted contours. Additional coverage and interference contour maps shall be prepared for other 700 MHz licensees that are on the desired new Maricopa County frequencies to determine if potential interference exists. From these studies, frequencies shall be selected for each site that meet the criteria for coverage within Maricopa County, and provide minimum interference potential for co-channel users (based on the current table of 700 MHz frequency allocations for the State of Arizona).

A portion of Maricopa County lies within the interference protection zone (established by treaty with Mexico) that extends 75 miles from the Mexican border. The engineering evaluation shall take into account the County's proximity to the Mexican border and the need to allocate frequencies so as not to cause interference to legally licensed Mexican stations that may be on the same frequencies.

RCC shall estimate the number of frequencies that are needed at each site to fulfill system capacity requirements and make its frequency selection recommendations accordingly.

Additional engineering decisions that are required are:

- **Antenna type, gain and directivity**
- **Height of antennas**
- **Transmitter output power**
- **Effective Radiated Power (ERP)**

All of the engineering documentation prepared during Task 1 shall become part of the frequency coordination application package that shall be delivered to the County to be submitted to the Region 3 Planning Committee.

5.4.3.5 Preparation of FCC License Applications (Form 601)

Following the selection of frequencies for each site, RCC shall prepare FCC license applications (Form 601) for the subject sites. RCC estimates that no more than 15 individual forms shall be required (at a maximum of six sites per form; some forms will have less). These forms shall also become part of the frequency coordination application package.

5.4.3.6 Preparation of Administrative Documentation

In cooperation with the County, RCC shall prepare the necessary administrative documentation that is required to be part of the frequency coordination applications. This documentation must include:

- Justification for the number of frequencies requested;
- Justification for the coverage requested, especially areas outside of Maricopa County that are travelled or patrolled by the Sheriff's Department;
- Verification of funding for the new radio system project;
- A statement of the County's intent to provide radio communications services for multiple entities, including County and non-County agencies;
- Plans for interoperability;
- Schedule for completion of construction and dates when the frequencies will be fully loaded;
- Any other information required by the Region 3 700 MHz Planning Committee.

RCC shall craft the administrative documentation to achieve the highest potential score based on the Region 3 Planning Committee's Evaluation Matrix Point System (please see the attached excerpt from the Region 3 700 MHz Plan document, attached).

The FCC applications, engineering documentation and administrative documentation shall be bundled into a package for signature by the County and submission to the Region 3 Planning Committee.

Deliverable #1: Application Package for Signature by the County. (RCC will present an invoice for all work performed in Tasks 1, 2, and 3 upon delivery of the Application Package to the County).

5.4.3.7 Presentation to Region 3 Planning Committee (Optional)

Typically, applicants are required to make a presentation to the local committee to present their plans and justification for their requests. RCC shall prepare a presentation, including a Power-Point slide show and handouts for attendees, and assist the County making the presentation to the Committee. This is an optional task, as a presentation to the Committee may not be necessary. If a presentation is not required, this task will not be performed.

Deliverable #2: Presentation to Region 3 Planning Committee. (Optional) (RCC will present an invoice for Task 4 upon completion of the presentation to the Planning Committee)

5.4.3.8 **Assumptions (Sections 5.4.3.4 – 5.4.3.7):**

5.4.3.8.1 **Frequency coordination and any other licensing fees will be paid by the County directly to the appropriate entity.**

5.4.3.8.2 **RCC shall base its efforts upon the conceptual design of the new system presented to the County in deliverable 2.1 of the 11028-RFP Contract, Design Concept, or as directed by the County. Changes in the base design that results in additional work beyond that contemplated in this proposal may require re-negotiation of costs.**

5.4.3.9 **Proposed RCC Staff (Sections 5.4.3.4 – 5.4.3.7):**

The work described herein will be performed by Mr. Mark Revis, Director, and Ms. Melissa Marshall, Senior Consultant. Mr. Revis is currently assigned as Project Manager of the Maricopa County project, and Ms. Marshall is currently assigned as its RF Engineer and Deputy Project Manager.

RCC's Executive Sponsor, Tom Gray, Vice-President and General Manager of RCC's Western Region, will review the deliverables for quality assurance purposes prior to delivery.

5.4.3.10 **Schedule (Sections 5.4.3.4 – 5.4.3.7):**

The work shall be completed as quickly as possible following receipt of authorization to begin work from the County. It is expected that the work shall be completed in four weeks or less.

5.5 Phase 3 – System Implementation

System implementation involves the construction and installation of all network systems and sub-systems to the defined specifications and requirements; testing of all network systems and sub-system to ensure their proper operation; provisioning of the system; training of users; preparation for and cut-over to live operations on the new system; positioning on-going support and maintenance within the County; and organization of warranty programs upon acceptance of the new system. All of these efforts require the careful choreography of the vendor and all of its subcontractors and the many county departments that will use the system.

Successful implementations requires the application of structured methodologies guided by sound models grounded in expertise and experience, and a solid plan. RCC adheres to the principles and practices of the Project Management Institute (PMI) and the Project Management Body of Knowledge (PMBOK) in architecting and managing public safety communications system implementations.

5.5.1 Task 1—Monitor Vendor Progress and Provide Status Reports

RCC shall monitor vendor progress and provide high-level weekly project status reports. The weekly reporting will be required during key project stages, as determined by the County and biweekly (or monthly) reports during less active project phases. This shall include a master project plan and updated status reports in a format specified by the County. If additional reporting is required, the County shall provide the format and intervals as needed. Typical issues to be addressed will include:

- Final system configuration and repeater site selection and approvals

- Site development issues and design packages
 - Review and approval of vendor's site development packages for each site
 - Periodic site inspections of the vendor's work, site development, preparation installation of site improvements, equipment shelter, tower, commercial and auxiliary power and grounding systems, and radio equipment
 - Assistance in resolving site development issues that arise
- Dispatch console configuration and development for each department
- Fire Station Alerting
- System fleet mapping and development of talk group planning
- Development of radio programming templates
- Microwave / fiber system configuration for system connectivity
- System redundancy and fall-back systems
- System failure mode review and analysis
- Periodic project meetings to review; discuss and resolve project issues.

5.5.2 Task 2 –Project Implementation Initiation and Orientation

Implementation Kickoff Meeting

The purpose of Task 2 shall be to formally initiate the implementation of the P25 trunked radio system. The process shall begin with an implementation kickoff meeting held in Maricopa County with the County's project team, RCC Consultants, Inc., and the selected vendor's representatives. The purpose of the kickoff meeting will be to accomplish the following:

- Provide and discuss a brief overview of Phase III of the project
- Review project charter and scope to ensure the project has proper authorization. If necessary, the project charter and scope statements will be modified to reflect decisions mutually agreed upon during the meetings.
- Determine who will be involved from each of the participating agencies throughout project implementation
- Discuss the need for establishing a formal project office at a County facility to host the day-to-day project activities and meetings
- Review the scope of work contained in the contractual document between the successful vendor and the County
- Discuss roles and responsibilities
- Review and discuss the project implementation schedule and milestones to be completed along the way
- Update the project communication plan to include the Phase III participants and any other changes that are needed
- Discuss and begin the process of setting up any project long-term implementation committees that will be needed to address specific project issues including but not limited to:
 - Civil committee to address site development issues, site leases, contracts, zoning, permits, etc.
 - System fleet mapping committee to develop the system's talkgroup plan
 - Microwave / fiber system committee

- Dispatch console configuration and integration committee
- Establish reporting requirements and frequencies (e.g., meeting schedules, status report formats, frequency and methods)
 - Regularly scheduled team meetings
 - Executive meetings
 - Quarterly project Sponsor meetings
- Review and discuss vendor payment terms tied to milestone performance

5.5.3 Task 3 - Implementation Planning

Proper planning is essential to the successful execution of any project. In large projects, such as this one, several plans are necessary for the efficient management of the project.

These include:

5.5.3.1 Project Communications Plan

A well-structured project communications plan is an essential element of RCC's project management approach. It is important to develop and implement this plan at the beginning of the project. Projects of this scope and duration usually benefit from two types of communications plans: 1) ongoing communications plan; and 2) the event-driven communications plan.

RCC's project manager shall work with the County's project manager and other relevant stakeholders to develop the project's communications plan. This plan shall include such elements as the status reporting requirements, project team calendar, and updates to project web sites.

The RCC project manager shall also deploy a secure collaborative Web-based project team site to aid in project communications and project management. RCC developed RCC Project Management (RCCPM), a project team productivity tool based on Microsoft's SharePoint® Services technology. The team site shall contain all pertinent project information such as surveys and questionnaires, project charter and scope statements; project stakeholders contact information, preliminary working documents for review, final project documents, project status information, meeting schedules, interview notes, and other relevant information. This information shall be stored on a secured site that allows project participants who are properly registered and granted appropriate access rights to not only review and download project information, but to also upload completed forms and project progress information (e.g., completed surveys and questionnaires, activity status updates, calendars). Access to the site is strictly controlled by RCC's Project Manager to prohibit unauthorized access. The benefits of the project team website include:

- Reducing administration, communication and reporting costs.
- Reducing reprographic, distribution and travel costs.
- Improving speed of information distribution.
- Extending access beyond the office.
- Providing automated alerts and notification of critical information and activities.
- Offering secure storage and access for all project team members.

General features of the RCC Project Management website include:

- Secure login for each user.
- Personalized project home page with automatic notifications and alerts.
- Project team messages published to project's homepage.
- Blogs, surveys and calendars.
- E-mail integration.
- Task coordination
- Document collaboration.
- Issues tracking.
- Integration with Microsoft Office Suite.

The second type of communications plan is the event-driven communications plan. During the lifecycle of any project, opportunities arise for a one-time event that requires special or targeted communications. Each event will benefit from a communications plan that addresses critical issues such as schedules, messages, and reporting requirements. RCC maintains in-house marketing communications experts and full graphics and productions capabilities to support any event.

5.5.3.2 Risk Analysis and Management Plan

RCC's project manager shall lead a collaborative group effort in identifying, qualifying, quantifying, and creating a management plan for all identified project risks. A project risk is an uncertain event or condition that if it occurs has a positive or negative impact on the project. The goal of the risk analysis and risk management plan is to increase the probability and impact of positive risks and decrease the probability and impact of negative risks on the project. Identifying and managing project risks prior to finalizing any system procurement documents enables both positive and negative risks to be considered as system specifications are being developed and allows systems to be selected that maximize positive project risks and minimize negative project risk.

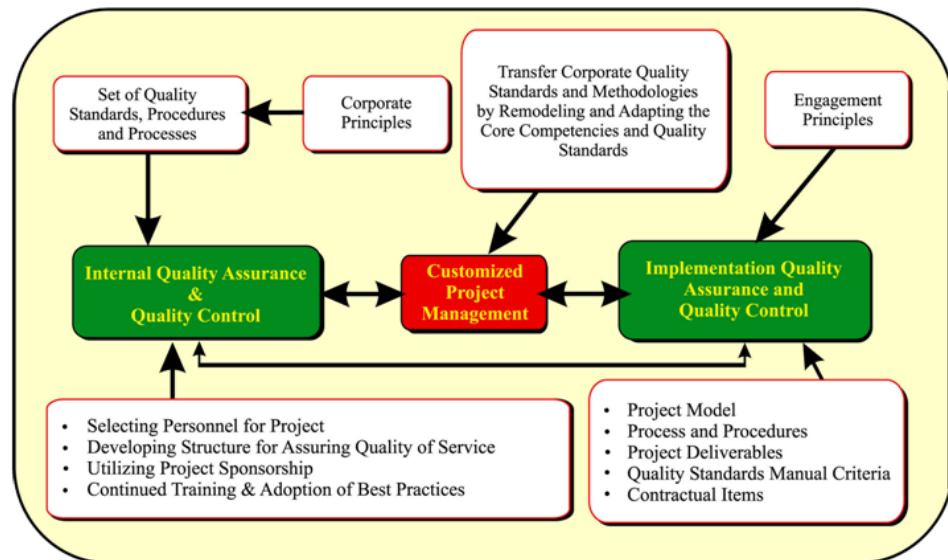
The risk analysis and management plan development effort starts with risk identification, in which RCC's Project Manager shall brainstorm with project stakeholders to identify as many project risks as possible. Once the risks are identified, a Delphi technique will be used to qualify (prioritize) each risk based on each identified risk's potential impact and likelihood of occurrence (probability). Project team members and key stakeholders will attempt to quantify the cost, time, and quality impacts of high-priority risks. Each high-priority risk shall be assigned to a project team member to monitor and re-evaluate as the project progresses. Risk avoidance, risk mitigation, risk transfer, and other risk response actions shall be developed for each identified risk in a collaborative manner by project team members and key stakeholders. The results of this analysis shall include the risk register, risk triggers, and risk response plans, and shall be contained in the project risk management plan, which will be periodically revisited and updated.

5.5.3.3 Quality Control Plan

RCC maintains quality standard objectives that form the key elements of quality: fitness for use, performance, safety, and reliability. RCC's approach to every engagement is carefully developed to ensure that these quality objectives are met.

The RCC Quality Model that forms the basis of the Standard is presented in the figure below.

RCC's Quality Management Model



Process control is ensured by a series of quality steps built into each project based on the project's specific requirements. At the heart of this system are the same elements inherent in the ISO Standards and Total Quality Managements Standards – Plan, Document, Communicate, Monitor, and Refine.

5.5.3.4 Participate in Detailed Design Review w/ the County & Selected Vendor

The implementation of a system of this size and complexity shall undergo a thorough Detailed Design Review (DDR) process involving the County and the selected vendor prior to finalization of the system design for manufacturing. RCC shall work closely with the County team and the selected vendor throughout the Detailed Design Review (DDR) process. The purpose of the DDR is to thoroughly review and discuss the proposed system and configuration on a detailed basis prior to the ordering and manufacturing of equipment and software. This process is intended to help identify system design and performance issues early in the implementation process where they can be more easily addressed and corrected before they become serious implementation or operational problems.

The DDR process in a project of this size can take several weeks to complete. The process shall begin with the vendor providing delivery of a detailed information package consisting of a system overview and a series of detailed design documents that will need to be thoroughly reviewed, discussed, and approved by the County team and RCC. The design documents shall include information and system drawings for equipment to be installed throughout the County including repeater sites, communication centers and other locations. Drawings shall include but not be limited to site drawings, equipment layouts, grounding and surge protection etc. RCC shall work closely with the County to review and discuss the vendor's detailed system design through a series of project meetings with the vendor. Once the DDR has been successfully completed and final system agreed to, manufacturing of the system can begin.

5.5.4 Task 4—Attend & Participate in System Staging

Once the County's radio system infrastructure has been manufactured and assembled, the selected vendor will "stage" the system at one of its larger facilities. System staging involves the assembly, setup, and installation of the system infrastructure at the vendor's staging facility. The purpose of system staging is to actually assemble the system and

conduct preliminary operational testing to help demonstrate system operation and identify system problems that need correction prior to shipment of the system to the County. Such problems are usually more readily addressed at the staging center than in the field.

RCC personnel shall accompany selected County staff to the staging facility for system staging and will participate in the staging process and system testing. RCC has attended many P25 system staging events at vendor facilities, for many cities, counties, and states.

5.5.5 Task 5—Assist the County in System Acceptance Testing

Proper operation of the new P25 trunked radio system is essential, both initially and in the long term. To verify that the system is ready for day to day use, the County, RCC, and the selected vendor shall jointly undertake a well structured System Acceptance Testing Program (ATP) to verify proper installation of equipment, services, system optimization, and performance of the system and its components. System Acceptance Testing shall determine whether or not the selected vendor has successfully delivered a system that meets the County's stated requirements.

As part of the development of the RFP, RCC shall develop a detailed set of requirements for the System Acceptance Testing Plan (ATP). Those requirements shall be incorporated into the RFP and the proposing vendors shall be required to submit a draft ATP Plan as part of their system proposal. During the proposal evaluation process, RCC and the County team shall review and discuss the various ATP plans submitted. Plan deficiencies shall be discussed with the vendors and shall be resolved to the County's satisfaction during the Terms Sheets development process before a system contract is executed.

The Acceptance Testing Plan shall include a series of physical inspections of equipment and functional testing to verify performance in accordance with the RFP and the system Contract. Such testing shall involve reviews of site development, equipment installation, two-way radio and microwave radio equipment testing, required functionality, system reliability and verification of proper operation of system failure modes, microwave path performance testing, extensive radio coverage testing throughout the County's defined service area, dispatch console system testing, station alerting, and user radio equipment verification and proof of performance testing.

Two-way radio coverage performance is particularly important and shall be field tested to determine whether or not the radio coverage required by the County has actually been delivered. RCC has extensive hands-on experience in radio coverage testing and verification and has conducted radio coverage testing in hundreds of public safety radio system projects throughout the country. RCC also provided coverage testing for a major nationwide 900 MHz wireless data system consisting of over 2,500 base station sites in the top 200 US cities. RCC has the staff, expertise, and tools to assist Maricopa County in this important effort.

Prior to final acceptance, a 60 to 90 day system reliability test shall be completed without a major system failure to help ensure that the new system is stable and ready for use by County and other agencies. A major failure shall be defined in the RFP. In the event that such a failure does occur, the vendor shall be required to diagnose and correct the failure. A full report of the cause of the failure and the vendor's resolution shall be provided to RCC and the County team for consideration. Explanations such as "rebooted the system controller to resolve the problem" will be completely unacceptable. Following problem resolution, the 60 – 90 day clock shall be restarted. The system contract agreement shall include penalties for the vendor's failure to maintain the project schedule.

Upon completion of the ATP, RCC shall provide a summary the test results to the County's project team for review. The vendor shall be provided a list of identified discrepancies that require correction. In projects of this nature, it is not unusual to have a small punch list of minor issues that need attention and closeout. Upon satisfactory disposition of the acceptance test process, RCC shall recommend whether or not the County should grant system acceptance.

5.5.6 Task 6 - Coordination & Oversight of Cutover to New System

RCC shall work with the overall Project Team (County and Vendor) to define and coordinate the cutover from the old P-16 system to the new P-25 system to ensure a non-disruptive transition. In addition, this plan shall address a controlled and stepped approach that shall be totally transparent to the users' during this migration. In the event of a failure or at the discretion of the cutover team and management a fall-back strategy shall be defined that will not impact operations or be detectable to the users of the system.

5.5.7 Task 7 – Project Closeout

The Closeout task details formal acceptance of the new system and describes an orderly process for handing over the new system (system cutover) to the County and closing the project.

System acceptance is a key milestone for any radio system manufacturer. It signals that the vendor has complied with all contractual requirements, and that the system meets the specifications and is performing as expected. Also, it usually signals a large final payment. It is not unusual for manufacturers to push clients for acceptance even though there are still outstanding punch-list items remaining.

RCC's role in closing out the project shall be to help the County by advising them when all contractual conditions have been met with respect to the system implementation, when the system is performing as specified and expected, when there are no outstanding issues preventing acceptance of the system, and when the system is ready to be used.

Another very important component of the close out process is preparing for and conducting a cutover to live operations on the new system. Cutover planning shall commence well in advance of the completion of the new system. RCC's project team shall help the County in creating a cutover plan. This plan shall describe the actions and procedures necessary to support a seamless cutover to the new system by law enforcement, fire, EMS and other system users.

Systems of this size can often take several years to fully implement and complete. Warranties offered by the equipment manufacturers – and there can be many different warranties from component manufacturers – have different commence dates and requirements. RCC's team shall help the County and vendor to catalog the various warranties and establish a solid plan for executing the warranty period. RCC shall also help the County to establish procedures for initiating, tracking and closing out calls for warranty maintenance and support. These procedures shall include:

- Quality assurance standards
- Priority levels for various types of problems
- Escalation protocols
- Approvals needed before initiating or closing a call ticket

After system cutover, RCC's team shall begin the process of conducting the administrative and financial close out of the project. RCC shall collect and deliver to the County all system documentation, as-built documents, and other materials pertaining to the system. A review of vendor invoices shall be conducted to ensure that all invoices have been received and paid out. Finally, RCC's team shall turn over to the County all remaining project files and materials.

EXHIBIT C

Project Timeline and Work Plan Summary

The following is a summary of the work to be performed and anticipated activity over all five (5) years of the Project.

MARICOPA COUNTY RADIO PROJECT SCHEDULE SUMMARY

ID	Task Name	Start	Finish	Duration	2011		2012				2013				2014				2015				2016	
					Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
1	Phase I – Concept of Operations	7/11/2011	12/21/2011	23.6w																				
2	Phase II – Procurement Support	12/21/2011	5/2/2013	71.4w																				
3	Site Acquisition Support	12/21/2011	6/16/2015	182w																				
4	Phase III - Implementation	5/2/2013	7/12/2016	166.8w																				

The work shall be performed over a five (5) year period in three (3) phases of work, as summarized above.

Year One

RCC is assuming a Project start in the 3rd QTR of 2011. RCC shall conduct a Project Kick-Off Meeting to prepare for the beginning of the Project and define roles and responsibilities. RCC shall prepare a Project Procedures Manual outlining RCC's Project Management reporting, document control, risk management, change management, and lines of communication for the Project.

Phase I Concept of Operation (24 Weeks) – During Phase I RCC shall focus on the Baseline of the existing system; infrastructure, operations, and interoperations with surrounding agencies. RCC shall also define requirements and develop a conceptual design and budget. Specific tasks to be performed are as follows:

- **Task 1-** Baseline Current System Environment
 - Assess Stakeholder Operations
 - Assess Legacy System(s)
 - Assess Regional Systems

- **Task 2** – P25 Design Concept
 - Establish a Framework (Value Engineering)
 - Define Scope and Objectives
 - System Configuration
 - Coverage Expectations
 - Repeater Sites
 - Radio Spectrum (Frequencies)
 - System Backhaul
 - Communications Center
 - Interoperable Technologies
 - Operations and Maintenance
 - Operational Scenarios
 - Overview of Design Concept
 - System Cost Analysis

During the first phase of the Project there shall be two (2) primary deliverable,

1. **Requirement Report** – the refined needs, with initial value engineering review and presented as specific requirements that can be carried forward defining the conceptual design process.

2. **Conceptual Design and Budget** – a conceptual design defining an approach in providing a P25 Phase 2 solution for Maricopa County, leveraging existing resources, meeting the defined requirements, and ensuring expected operational and interoperation capabilities and levels of performance.

Year Two

Phase II shall take all of 2012 and the first quarter of 2013 and will be involved in procurement and the beginning of the site acquisition process. Based on RCC's past project experience the identification and securing of new radio sites is a long lead time item and we intend to get a handle on this as early as possible this work shall bridge both Phase II and III of RCC's work plan.

Phase II Procurement Support (71 Weeks) during this phase of work the Project shall focus on the further refinement of the conceptual design into performance driven technical specifications and contractual language to present in a request for proposal. The ultimate goal and objective of this phase of work is to define a contractual commitment with the most compliant vendor at the most favorable price and product. Also during this phase of work RCC, in conjunction with the County, shall begin the process of securing access to existing radio site, and the identification for future acquisition of additional "Greenfield" sites to support the new P25 design concept. The tasks to be completed during this phase are,

- **Task 1-** Develop Procurement Strategy
- **Task 2** – RFP Development Support
 - Specification Development
 - Vendor Proposal Evaluation Criteria
- **Task 3** – Post-Solicitation Support
 - Pre-Proposal Conference
 - Response to Vendor Questions
 - Vendor Proposal Review
 - Contract Negotiations Support
 - **Frequency Selection and Engineering Documentation**

Phase III Implementation (167 Weeks) RCC would anticipate that the start of Phase III, last two quarters of 2013 shall be focused on the initial alignment with the selected vendor and refinement of the detail design. In addition, the finalization of sites shall be completed and as part of the detail design site packages prepared for modification to existing sites and acquisition of greenfield sites shall continue. The tasks to be completed the balance of 2013 shall be,

- **Task 1-** Monitor Vendor Progress and Provide Status Reporting (this work is an extension of the RCC ongoing Project Management now encompassing work with the selected vendor and expanded project controls and schedule/risk/change management.
- **Task 2** – Project Implementation Initiation and Orientation
- **Task 3** – Implementation Planning
 - Project Communications Plan
 - Risk Analysis and Management Plan
 - Quality Control Plan

Year Three

As we move into year three we anticipate the initial functional testing at either the vendor's location or a staging area mutually agreed to contractually. This shall involve validation of functional performance, load testing, and general configuration performance validation. During 2014 we would anticipate that the modification and installation of the existing radio sites shall be completed and in place, this would be possibly 30-40 of the core radio sites in the metropolitan areas. We would also expect that 10-15 of the new greenfield sites shall be secured and that they shall be installed in 2014.

Task 4 – Manage and Oversee System Staging (Functional Testing)

Task 5 – Manage and Oversee System Acceptance Testing

Year Four

Year four shall see the balance of the modification to existing site and greenfield sites completed. In addition, interfaces to control centers, communications centers and network control center(s) shall be completed. During the last two quarters of 2015 acceptance testing shall be performed, in addition training and maintenance support activities and infrastructure shall be finalized and put in place and coordination for cutover and acceptance of the new system shall be completed.

Year Five

In the first quarter of 2016 RCC would anticipate the cutover of the new system. This would also start the Post Cutover Performance Testing period. RCC shall, as contractually defined, monitor system performance and confirm that the system is performing as required under normal operations over a period of between 45-90 days.

- **Task 6** – Coordinate and Oversight of Cutover to the New System
(Post Cutover Performance Testing)
- **Task 7** - Project Closeout

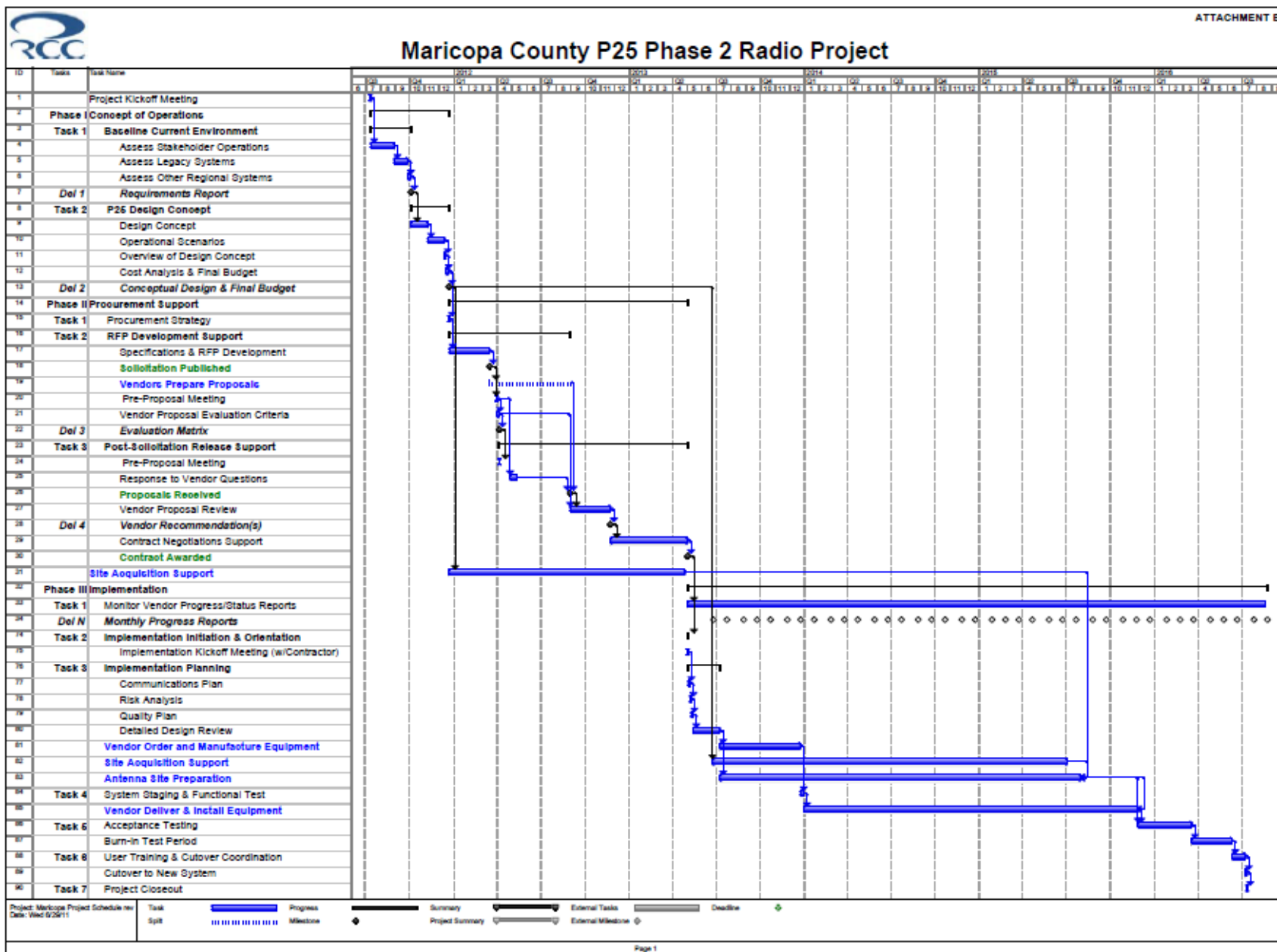


EXHIBIT D
OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.
- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

BLACK AND VEATCH CORPORATION, 11401 LAMAR AVENUE, OVERLAND PARK, KS 66211
RCC CONSULTANTS, INC., 4900 COX ROAD, STE 235, GLEN ALLEN, VA 23060

PRICING SHEET: NIGP CODE 91895

Vendor Number: ~~2011000876 0~~ **2011006451 0**

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2016.**